

UNITED STATES DISTRICT COURT FOR THE  
DISTRICT OF NEW HAMPSHIRE

_____	)	
CONSERVATION LAW FOUNDATION, INC.	)	
	)	Case No. 1:13-cv-214-SM
Plaintiff,	)	
	)	<b>Proposed Consent Decree</b>
v.	)	
	)	
PLOURDE SAND AND GRAVEL CO., INC.	)	
	)	
Defendant.	)	
_____	)	

WHEREAS, Plaintiff Conservation Law Foundation, Inc. (“CLF”) filed this action on May 1, 2013, against Plourde Sand and Gravel Co., Inc. (“Plourde” or “Defendant”), alleging violations of the Clean Water Act, 33 U.S.C. §§ 1251 *et seq.*, and seeking declaratory and injunctive relief, civil penalties, and attorneys fees and costs;

WHEREAS, Plourde owns and operates a sand and gravel facility located at 519 West River Road, Hooksett, New Hampshire (the “Facility”);

WHEREAS, CLF has alleged that the Facility discharges stormwater to tributaries of the Merrimack River and waters adjoining the Merrimack River;

WHEREAS, Plourde denies CLF’s allegations that the Facility discharges stormwater to tributaries of the Merrimack River and waters adjoining the Merrimack River;

WHEREAS, Plourde has not applied for a stormwater permit for the Facility at least since 1992, upon information and belief;

WHEREAS, CLF is a regional, nonprofit environmental organization;

WHEREAS, CLF has alleged in its complaint (the “Complaint”) and in a letter dated December 3, 2012, sent to Plourde and others, that Plourde has violated and continues to violate Section 505 of the Federal Clean Water Act (“CWA” or “Act”), 33 U.S.C. § 1365(a); and

WHEREAS, CLF and Plourde (collectively, “the Parties” or individually “Party”) agree that resolution of this matter without further litigation is in the best interest of the Parties and the public, and that entry of this Decree is the most appropriate means of resolving this action.

NOW, THEREFORE, without the trial of any issue of fact or law, without the admission by Plourde of any of the facts or violations alleged in the Complaint, upon consent of the Parties,

and upon consideration of the mutual promises contained herein,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

## **I. JURISDICTION AND VENUE**

1. Jurisdiction over this action is conferred by 28 U.S.C. § 1331 (federal question) and 33 U.S.C. § 1365(a) (Clean Water Act jurisdiction). An actual, justiciable controversy exists between Plaintiff and Defendant. The requested relief is proper under 28 U.S.C. § 2201, 28 U.S.C. § 2202 and 33 U.S.C. § 1365(a).

2. Venue is properly vested in this Court pursuant to 33 U.S.C. § 1365(c)(1), because the alleged events giving rise to this action occurred at the Facility, located 519 West River Road, Hooksett, New Hampshire, and in the Merrimack Watershed, which are located within this judicial district.

## **II. COMPLIANCE PROGRAM**

3. Defendant shall apply for coverage under the National Pollutant Discharge Elimination System (“NPDES”) Multi-Sector General Permit for Stormwater Discharges Associated with Industrial Activity (“MSGP”) with respect to the Facility within thirty (30) days after the date on which this Consent Decree is entered by the Court (the “Effective Date”) by submitting a complete and accurate Notice of Intent (“NOI”) to the United States Environmental Protection Agency (“EPA”) and shall send a copy of the NOI to CLF within ten days after it is provided to EPA. Defendant’s NOI shall either include a URL linking to the online electronic copy of the Facility’s Stormwater Pollution Prevention Plan (“SWPPP”), or shall otherwise comply with the alternative option provided by the EPA’s new eNOI (in lieu of posting an online SWPPP and URL). Neither the Facility nor the Defendant shall discharge pollutants to waters of the United States from the Facility except in compliance with applicable federal and state statutes, regulations and permits. Defendant and the Facility shall comply with the Clean Water Act.

4. Defendant shall develop a written SWPPP according to the requirements in Parts 5 and 8.J.6 of the most recent EPA NPDES MSGP applicable to the Facility by no later than September 30, 2015. The MSGP, as it may be updated from time to time, is incorporated into this Consent Decree by reference. Development of the SWPPP shall include, at minimum, the following steps:

- a. Formation of a pollution prevention team of qualified personnel who will be responsible for preparing the plan and assisting the plant manager in implementing practices to comply with the permit. Assessment of potential stormwater pollution sources.
- b. Selection of appropriate control measures that minimize the discharge of pollutants during storm events for each of these sources.
- c. Development of procedures for conducting required inspection and monitoring activities, as well as regular maintenance of control measures.

5. Defendant shall hire a qualified engineering consultant to develop its SWPPP. Defendant will include the consultant's recommendations in its SWPPP.

6. Defendant shall provide a copy of its SWPPP to CLF for review and comment by no later than September 30, 2015.

### III. MONITORING PROGRAM

7. Defendant shall sample its representative stormwater runoff pursuant to the MSGP at the alleged outfall areas identified as SN005, SN006 and SN007 on Exhibit 1<sup>1</sup> to this Decree for pollutants identified in the MSGP for Sector J (i.e., Total Suspended Solids and Nitrate plus Nitrate Nitrogen) commencing on the Effective Date. Stormwater sampling at SN005 and SN006 shall be done in such a way as to capture stormwater discharges at the referenced locations (SN005, SN006, and SN007) on Exhibit 1 to this Decree. This monitoring must be performed pursuant to the requirements of the MSGP and include, at a minimum, the stormwater collection (BMP) areas where run off is generated, received, stored, treated, or disposed and that are exposed to either precipitation or stormwater runoff. Once Defendant has obtained coverage under the MSGP in the future as set forth in Paragraph 3 of this Decree, Defendant shall commence submitting quarterly tests to EPA. In the event Defendant is unable to access SN007, CLF and Defendant shall meet and confer as soon as reasonably practicable to identify a mutually acceptable alternative monitoring location at which Defendant shall monitor.

8. In addition to sampling for the parameters in the MSGP, Defendant shall conduct quarterly sampling at the locations identified at SN005 and SN006 for arsenic, barium, lead, chromium and mercury (the "Additional Monitoring").

- a. Defendant shall conduct the Additional Monitoring in accordance with Sections 6.1.3, 6.1.4, 6.1.5, 6.1.7, 6.1.8, and 6.1.9 of the MSGP.
- b. If any monitoring value for arsenic, lead, chromium or mercury exceeds the EPA National Recommended Water Quality Criteria, Aquatic Life Criteria Table, Chronic standards (using the standards in existence as of July 14, 2015), Defendant and CLF shall meet and confer as soon as reasonably possible to identify mutually acceptable control measures that Defendant shall implement.
- c. If any monitoring value for barium exceeds the EPA National Recommended Water Quality Criteria, Human Health Criteria Table (using the standards in existence as of July 14, 2015), Defendant and CLF shall meet and confer as soon as reasonably possible to identify mutually acceptable control measures that Defendant shall implement.
- d. After collection of four quarterly samples of Additional Monitoring, if the average of the four monitoring values for any of arsenic, lead, chromium or mercury does not exceed the EPA National Recommended Water Quality Criteria, Aquatic Life Criteria Table, Chronic standards (using the standards in existence as of July 14,

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<sup>1</sup> The document attached as Exhibit 1 is an exhibit to CLF's mediation statement. Exhibit 1 is appended to this consent decree solely to reflect the locations of the agreed upon testing locations. By attaching Exhibit 1 to this consent decree, Plourde does not concede the truth or accuracy of Exhibit 1.

2015), Defendant shall have fulfilled its monitoring requirements for that parameter under the Decree.

- e. After collection of four quarterly samples of Additional Monitoring, if the average of the four monitoring values barium does not exceed the EPA National Recommended Water Quality Criteria, Human Health Criteria Table (using the standards in existence as of July 14, 2015), Defendant shall have fulfilled its monitoring requirements for barium under the Decree.

9. Defendant shall also comply with all other inspection and monitoring requirements of the MSGP including, but not limited to, those of Part 3 including, but not limited to, the in-house inspection of control structures and storage areas after rain events.

10. Defendant may take additional samples of its stormwater discharges. If it does so, Defendant will send a copy of each such inspection and/or sampling result to CLF no later than ten (10) days after receipt.

11. During the first year after the Effective Date of this Decree, Defendant shall implement control measures, if any, and/or maintain control measures at the Facility as necessary to meet the benchmark levels for MSGP Sector J (i.e., Total Suspended Solids and Nitrate plus Nitrate Nitrogen).

12. During the life of the Decree, CLF, through representatives, may conduct one (1) site inspection every year at the Facility. The site inspection shall occur during normal business hours and upon fifteen (15) days prior notice including notice to Defendant. During the site inspection, CLF representatives may collect samples of stormwater, take photos at the Facility, and monitor compliance with the MSGP and the Decree. Any such samples shall be split samples with one of the split samples remaining in the possession of Defendant. However, as indicated in Paragraph 19 below, once Plourde satisfies payment of the Supplemental Environmental Project payments and Liquidated Attorney Fees and Costs outlined below, CLF shall no longer have any right to conduct any inspection of the Facility.

13. During the life of the Decree, Defendant shall copy CLF on all documents related to stormwater quality or Clean Water Act compliance regarding the Facility submitted to any governmental agency, including, but not limited to the EPA, NHDES and the town of Hooksett. Such documents shall be provided to CLF within ten days of being sent to the agencies and/or municipality.

#### **IV. SUPPLEMENTAL ENVIRONMENTAL PROJECT**

14. Defendant shall make a Supplemental Environmental Project (“SEP”) payment totaling thirty thousand dollars (\$30,000) to The Nature Conservancy, 22 Bridge St, Concord, NH 03301, to support the work of the Great Bay Water Collective. The SEP shall be payable as follows: \$10,000 paid no later than November 30, 2015; \$10,000 paid no later than November 30, 2016; and \$10,000 paid no later than November 30, 2017. Defendant shall notify CLF in writing when each SEP payment is made and provide a copy of the check.

15. For each missed deadline included in this Decree, excluding missed payment deadlines (discussed in Paragraph 18 below), Defendant shall make an additional SEP payment

to The Nature Conservancy, 22 Bridge St, Concord, NH 03301, in the amount of one hundred (\$100) to support the work of the Great Bay Water Collective. Payment of each such additional amount shall be due fourteen (14) days following each missed deadline. Defendant shall notify CLF in writing concurrently each time a payment is made and provide a copy of each check. Pursuant to Paragraph 40, below, Defendant shall not be required to make such additional SEP payment for missed deadlines arising from a Force Majeure event.

16. None of the SEP payments shall be disbursed to CLF.

## **V. LIQUIDATED ATTORNEY FEES AND COSTS**

17. Defendant shall pay to CLF a total sum of ninety-five thousand dollars (\$95,000) as full and complete satisfaction of CLF's claim for attorneys' fees and costs incurred to date in this matter and for reasonable anticipated costs to be incurred in conducting a site inspection and other compliance monitoring, payable as follows: \$15,000 paid no later than November 30, 2015; \$15,000 paid no later than November 30, 2016; \$15,000 paid no later than November 30, 2017; \$25,000 paid no later than November 30, 2018; and \$25,000 paid no later than December 2, 2019.

18. Except as provided in Section VI. OPTIONAL PREPAYMENT AND LATE PAYMENTS of this Decree, in the event that any payment owed by Defendant under the Decree is not made on or before the due date, Defendant shall be deemed in default of its obligations under this Decree. In addition to a continued requirement to make said payment, except as provided in Section VI. OPTIONAL PREPAYMENT AND LATE PAYMENTS of this Decree, Defendant shall pay to CLF liquidated attorney fees of five hundred dollars (\$500) for every day that a payment is late.

## **VI. OPTIONAL PREPAYMENT AND LATE PAYMENTS**

19. Defendant shall have the right, but not the obligation, to make any payment required pursuant to this Decree before any applicable payment due date. In the event that Defendant makes all payments required pursuant to this Decree before December 2, 2019, CLF shall no longer be permitted to conduct inspections pursuant to Paragraph 12 of this Decree.

20. Upon written notice to CLF no less than 15 days prior to any payment due date set out in Paragraph 14 or Paragraph 17 of this Decree, Defendant shall have the right to request an extension of any payment due date set out in Paragraph 14 or 17 by up to 60 days. In the event Defendant makes such a request no less than 15 days prior to any such payment due date, the Defendant shall be permitted to make the payment that is the subject of the request up to 60 days after the applicable due date set out in Paragraph 14 or Paragraph 17 of this Decree. In the event the Defendant exercises its right to extend the payment due date as set forth in this paragraph, the \$500 per diem liquidated attorney fees provision in Paragraph 18 above will not apply unless and until the Defendant fails to make the scheduled payment on or before the extended due date.

## **VII. EFFECT OF DECREE**

21. CLF covenants not to sue, releases and discharges Defendant (and its subsidiaries, officers, directors, shareholders, representatives, assigns, agents, consultants, employees,

officers, and attorneys, including those who have held positions in the past) from any and all claims, causes of action, or liability under Section 505 of the Clean Water Act, 33 U.S.C. § 1365, for damages, penalties, fines, injunctive relief, past and future attorney's fees, past and future costs, or any other claim or relief (i) relating to, resulting from or alleging noncompliance with the Clean Water Act at the Facility occurring prior to the date the Court enters this Decree; (ii) for any violations that were alleged, or could have been alleged, in the Complaint; (iii) for the conduct alleged to constitute violations in the CLF letter to Oscar Plourde dated December 23, 2013; and (iv) for past violations alleged in any CLF correspondence to Plourde dated prior to the date the Court enters this Decree concerning Plourde's facilities and operations. Notwithstanding anything to the contrary contained herein, CLF retains all rights necessary to enforce the terms of this Decree, including by the filing of a lawsuit.

22. Defendant covenants not to sue, releases and discharges CLF (and its subsidiaries, officers, directors, trustees, representatives, assigns, agents, consultants, employees, officers, and attorneys, including those who have held positions in the past) from any and all manner of liabilities, actions, claims, penalties, causes of action, suits, debts, costs, sums of money, accounts, reckoning, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, medical payments, judgments, extents, executions, loss of consortium, extra-contractual claims, claims and demands, or any other form of liability Defendant ever had or now has from the beginning of the world to the Effective Date.

23. Neither this Decree, nor terms thereof, nor performance of the terms thereunder by Defendant shall constitute or be construed as an admission or acknowledgment by Defendant of the factual or legal assertions contained in this Decree or in CLF's Complaint, and Defendant retains the right to controvert in any subsequent proceedings, other than proceedings for the purpose of implementing or enforcing this Decree, the validity of the facts or determinations contained in this Decree or the Complaint. Neither this Decree, nor terms thereof, nor performance of the terms thereunder, shall constitute or be construed as an admission or acknowledgment by Defendant of any liability, or an admission of violation of any law, by Defendant or by its officers, directors, employees, agents, successors, or assigns.

24. CLF does not, by consent to the Decree, warrant or aver in any manner that Defendant's compliance with this Decree will constitute or result in compliance with federal or state law or regulation. Nothing in this Decree shall be construed to affect or limit in any way the obligation of Defendant to comply with all federal, state, and local laws and regulations governing any activity required by this Decree.

## **VIII. REVIEW AND TERM OF DECREE**

25. The Parties recognize that, pursuant to 33 U.S.C. § 1365(c)(3), this Consent Decree cannot be entered until forty-five (45) days after the receipt of a copy of the proposed Consent Decree by the United States Attorney General and the EPA. Therefore, after the signing of this decree by the Parties, and in no event later August 14, 2015, the Parties shall jointly inform the Court of the decree, and CLF shall serve copies of this Decree upon the EPA Administrator, the Regional EPA Administrator, and the Attorney General for review, as required by 40 C.F.R. § 135.5.

26. Upon the expiration of the forty-five-day review period provided by 33 U.S.C.



§ 1365(c)(3), the Parties will jointly move the Court for entry of this Decree. This Decree shall take effect on the date it is entered by this Court and shall terminate upon the following: (1) five years have passed from the Effective Date; and (2) completion of all payment obligations set forth in this Decree. If for any reason the Court should decline to approve this Decree in the form presented, the Parties agree to continue negotiations in good faith in an attempt to cure any objection raised by the Court to entry of this Decree.

#### **IX. MODIFICATION AND ENFORCEMENT OF DECREE**

27. This Decree may be modified only upon written consent of the Parties and the approval of the Court.

28. This Court shall retain jurisdiction over this matter and allow this action to be reopened for the purpose of enabling the Parties to this Decree to apply to the Court for any further order that may be necessary to construe, carry out, enforce compliance and/or resolve any dispute regarding the terms or conditions of this Decree. If the Court does not agree to retain jurisdiction over this matter, then this Consent Decree will remain in full force and effect between the Parties, and any Party may institute a new action in the United States District Court for the District of New Hampshire concerning their respective rights and obligations under this Decree.

#### **X. MISCELLANEOUS PROVISIONS**

29. This Decree shall remain in effect if Defendant relocates the Facility to a different location, provided the new location falls within the jurisdiction of the Clean Water Act.

30. Sections I, IV, V, VII, VIII, IX and X of this Decree shall remain in effect if Plourde ceases to be the operator of the Facility, regardless of whether the Facility continues to operate or not.

31. All payments pursuant to this Decree shall be made in form of a certified bank check.

32. Entire Agreement. This Decree constitutes the entire agreement among the Parties concerning the subject matter hereof and supersedes all previous correspondence, communications, agreements and understandings, whether oral or written, among the Parties.

33. Notices. Any notice, demand, copies of documents and other communications required to be made under the provisions of this Decree (collectively, "Notices") by any Party hereto shall be effective only if in writing and either (a) emailed, (b) personally served, (c) mailed by United States registered or certified mail, return receipt requested, postage prepaid, or (d) sent by a nationally recognized courier service (i.e., Federal Express) for next-day delivery, to be confirmed in writing by such courier. Notices shall be directed to the Parties at their respective addresses set forth below. Notices given in the foregoing manner shall be deemed given when (a) sent via email, (b) actually received or refused by the party to whom sent if delivered by courier, or (c) if mailed, on the day of actual delivery as shown by the addressee's registered or certified mail receipt or at the expiration of three (3) business days after the date of mailing, whichever first occurs.

Notices for Plaintiff shall be sent to:

Zachary K. Griefen, Esq.  
Conservation Law Foundation  
15 East State Street, Suite 4  
Montpelier, VT 05602  
zgriefen@clf.org

With a copy to:

Seth Kerschner, Esq.  
Matthew Wisnieff, Esq.  
White & Case LLP  
1155 Avenue of the Americas  
New York, NY 10036  
seth.kerschner@whitecase.com

Notices for Defendant shall be sent to:

Dawn Plourde  
Controller  
Plourde Sand and Gravel Co., Inc.  
PO Box 220  
Suncook, NH 03275

With a copy to:

Daniel Will, Esq.  
Joshua Wyatt, Esq.  
Devine, Millimet & Branch, PA  
111 Amherst Street  
Manchester, NH 03101  
jwyatt@devinemillimet.com  
dwill@devinemillimet.com

Each Party shall promptly notify the other Party of any change in the above-listed contact information by using the procedures set forth in this paragraph.

34. Authorization. Each person signing this Decree represents and warrants that s/he has been duly authorized to enter into this Decree by the Party on whose behalf it is indicated that the person is signing.

35. Successors and Assigns. This Decree shall be binding upon and inure to the benefit of the Parties and their respective representatives, heirs, executors, administrators, successors, officers, directors, agents, attorneys, employees and permitted assigns.

36. Interpretation. The provisions contained herein shall not be construed in favor of or against any Party because that party or its counsel drafted this Decree, but shall be construed as



if all Parties prepared this Decree, and any rules of construction to the contrary are hereby specifically waived. The terms of this Decree were negotiated at arm's length by the Parties hereto.

37. Headings. The section and paragraph headings contained in this Decree are for reference purposes only and shall not affect in any way the meaning or interpretation of this Decree.

38. Counterparts. Facsimile, electronic and scanned signatures shall be deemed to be originals for all purposes. Copies of the original Agreement, whether transmitted by facsimile or other means, shall be effective. This Agreement may be signed in counterparts.

39. Severability. In the event that any of the provisions of this Decree are held by a court to be unenforceable, the validity of the enforceable provisions shall not be adversely affected.

40. Force Majeure. For purposes of this Decree, a "Force Majeure event" is defined as any event arising from causes beyond the control of Defendant, including its contractors and subcontractors, that delays or prevents the timely performance of any obligation under this Decree, except for obligations as provided in Paragraphs 14, 17, and 18 of this Decree, notwithstanding Defendant's best efforts to avoid the delay. The deadline for the responsibility to perform any action under this Decree may be extended for up to the number of days of nonperformance caused by the Force Majeure event, provided that Defendant complies with the notice requirements of this paragraph. Examples of events which may constitute Force Majeure events include severe weather events, natural disasters, and national, state or regional emergencies. Examples of events that are not Force Majeure events include, but are not limited to, normal inclement weather, unanticipated or increased costs or expenses of work, Defendant's financial difficulty in performing such work and acts or omissions attributable to Defendant's contractors or representatives.

If any event occurs which may delay or prevent the performance of any obligation under this Decree, caused by a Force Majeure event, Defendant shall notify CLF, at the address specified in Paragraph 33 above, within three (3) business days after Defendant first knows, or should know, that the event might cause a delay. This written notice to CLF shall include, without limitation: (i) an explanation of the causes of any actual or expected delay or noncompliance; (ii) the anticipated duration of delay; (iii) the measures taken and to be taken by Defendant to prevent or minimize the delay or nonperformance; (iv) a proposed schedule for the implementation of such measures; and (v) a statement as to whether in the opinion of Defendant the Facility can continue to operate in a manner which will not violate this Decree.

If CLF agrees that a delay or anticipated delay in performance is attributable to Force Majeure, the time for performance of the obligations under this Decree that are affected by the Force Majeure event shall be extended for the period of time reasonably necessary to allow performance of the obligation to the extent the delay was caused by a Force Majeure event.

**CONSERVATION LAW FOUNDATION, INC.**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Christopher M. Kilian, VP and Director  
Conservation Law Foundation  
15 East State Street, Suite 4  
Montpelier, VT 05602

**PLOURDE SAND AND GRAVEL CO., INC.**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Oscar Plourde, President  
Plourde Sand and Gravel Co., Inc.  
519 West River Road  
Hooksett, NH 03106

ENTERED and DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
Honorable Steven J. McAuliffe  
United States District Judge

# EXHIBIT 1



**Legend**

- Erosion Channels
- Flow Direction
- Flowing Water Pathway
- Outlet Culverts
- Discharge Points
- Subcatchment Boundaries
- Contours (2 ft)

Plourde Sand and Gravel  
Hookset, NH

Drainage areas and  
discharge points



0 325 650 ft



Map Produced: 07/06/2015

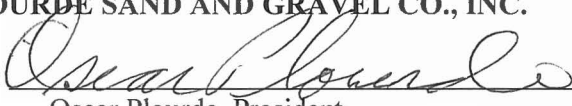
**Notes:**

1. Topography displayed above and used for subwatershed delineation was created from NH GRANIT GIS Clearinghouse (collected in 2012; 1 m spatial accuracy and 0.14 m vertical accuracy).
2. Subwatershed delineation further refined based on site knowledge and field observations.

**CONSERVATION LAW FOUNDATION, INC.**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Christopher M. Kilian, VP and Director  
Conservation Law Foundation  
15 East State Street, Suite 4  
Montpelier, VT 05602

**PLOURDE SAND AND GRAVEL CO., INC.**

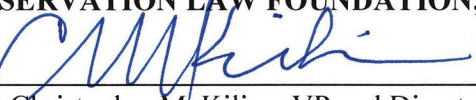
By:  Date: 8/13/2015  
Oscar Plourde, President  
Plourde Sand and Gravel Co., Inc.  
519 West River Road  
Hooksett, NH 03106

ENTERED and DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
Honorable Steven J. McAuliffe  
United States District Judge

**CONSERVATION LAW FOUNDATION, INC.**

By: \_\_\_\_\_

  
Christopher M. Kilian, VP and Director  
Conservation Law Foundation  
15 East State Street, Suite 4  
Montpelier, VT 05602

Date: \_\_\_\_\_



**PLOURDE SAND AND GRAVEL CO., INC.**

By: \_\_\_\_\_

Oscar Plourde, President  
Plourde Sand and Gravel Co., Inc.  
519 West River Road  
Hooksett, NH 03106

Date: \_\_\_\_\_

ENTERED and DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
Honorable Steven J. McAuliffe  
United States District Judge